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APR 9 1971

Department of Water Administration

Affidavit of Publication

THE RIGBY STAR

STATE OF IDAHO
County of Jefferson

ss.

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes annotated section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that said attached notice, advertisement or publication as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Two Consecutive issues thereof; first publication having been made on the

18th day of *March*, 19*71*

and the last publication on the

25th day of *March*, 19*71*

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each printed from type matter of at least seventeen and three-fourths inches depth; and that there are at least two hundred bona fide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this *8th*

day of *April*, 19*71*
(SEAL)

R. H. Hammer
Notary Public for the State of Idaho,
Residence and P. O. Address, Rigby, Idaho.

My commission expires _____, 19____

Publication Fee: \$_____

MY COMMISSION EXPIRES JULY 15, 1973

NOTICE OF CLAIM TO
TO A WATER RIGHT

No. 31.4004

Notice is hereby given that Home Investment Company, Inc., P.O. Box 1896, Idaho Falls, Idaho has filed a claim to a water right established by diversion and application to beneficial use of 5.0 cubic feet per second of water from a ground water source with point of diversion in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 32, T. 7N, R. 36E, B.M., Jefferson County.

The waetr is claimed to be used from April 1 to Nov. 1 for irrigation and from Jan. 1 to Dec. 31 for stock water and domestic purposes with a priority of July 31, 1948; the place of use is within the NE $\frac{1}{4}$, Sec. 32; W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec: 33: T. 7N, R. 36E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho.

R. KEITH HIGGINSON
Director

(Publish in the Rigby Star, Rigby, Idaho March 18-25, 1971)

31 4004

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse - Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

IN THE MATTER OF CANCELLATION OF PERMIT)
TO APPROPRIATE THE PUBLIC WATERS OF THE)
STATE OF IDAHO NO. 20583/31-2285)
IN THE NAME OF David Smith)
_____)

ORDER OF CANCELLATION

WHEREAS, the permit holder has failed to submit proof of beneficial use depositions
which were to have been taken on September 14, 1953 ; and,

WHEREAS, on March 11, 1974, notice was sent to the holder of said permit
to appear before the Director of the Department of Water Administration on or before
April 20, 1974, to show cause why said permit should not be cancelled; and,

WHEREAS, the holder of said permit has failed to comply with the requirements of
said permit and has not shown adequate cause why such permit should not be cancelled;

IT IS THEREFORE ORDERED and Permit 20583/31-2285 is hereby CANCELLED.

Dated this 25th day of April, 19 74.


R. KEITH HIGGINSON
Director

MICROFILMED

APPLICATION FOR PERMIT To Appropriate the Public Waters of the State of Idaho

David Smith, C/o A. A. Merrill
Box 271, Idaho Falls, Idaho

APPLICATION No. 28212
PERMIT No. 20583
DISTRICT No.

1. Name of Applicant: DAVID SMITH

Postoffice address: Idaho Falls

1. If applicant is a corporation, give:
(a) Date and place of incorporation:
(b) Amount of capital stock:
(c) Amount paid in:
(d) Names and addresses of directors:

County: Bonneville

State: Idaho

11. The financial resources of the applicant are:

- (b) Treasury stock:
(d) Other resources: Real estate, livestock, stocks, etc. Applicant's net assets \$125,000.00

(a) Cash on hand: \$5,000.00
(c) Bonds to be issued:

2. Quantity of water claimed: Five (5)

cubic feet per second.

3. Source of water supply: Underground water (pump system) which is a tributary of

4. Location of point of diversion: (Well)

feet distant from the

corner of Section , T. , R. , B.M., and is in the NW $\frac{1}{4}$ NE $\frac{1}{4}$

of Section 32, T. 7 N., R. 36 E., B.M., County of Jefferson

5. Water is to be used for Irrigation

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water:

feet distant from

corner of Section

T. , R. , B.M., in the

of Section

, T. , R. , B.M.

(b) Amount of power generated:

H.P., under

feet head.

(c) Water is to be returned to

at a point

feet

distant from the

corner of Section

, T. , R. , B.M., in the

, T. , R. , B.M.

7. Estimated cost of works: \$ 5,000.00

8. Kind of works: Land to be irrigated through ditches/ Water pumped from one well. The well is to be drilled on the above described property and the ditches will run directly from the well onto the property hereinafter described.

9. Height of dam

feet; length of dam at top

feet; length of dam at bottom

MICROFILMED

5. Water is to be used for irrigation

6. If for mining, milling, power or manufacturing purposes, give:

- (a) Point of use of water: feet distant from corner of Section
T. R. B.M., in the of Section T. R. B.M.
feet head.
- (b) Amount of power generated: H.P., under at a point feet
disant from the corner of Section T. R. B.M., in the T. R. B.M.

7. Estimated cost of works: \$ 6,000.00

8. Kind of works: Land to be irrigated through ditches/ Water pumped from one well.
The well is to be drilled on the above described property and the ditches will run directly
from the well onto the property hereinafter described.

9. Height of dam feet; length of dam at top feet; length of dam at bottom
feet; material used in dam: feet.

10. Size of headgate: Width feet; height feet.
11. Ditch: Width at bottom 4 feet; width at water line 6 feet; depth of water Approx. 2 feet;

dimensions of flume: miles.
Diameter of pipe inches; length of conduit
Average grade per mile feet.

12. The time required for the completion of such work is Three (3) years.
13. The time required for the complete application of the water to the proposed use is Two (2) additional years

14. The land to be irrigated is described in the following tabulation: See remarks.

15. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None. This permit is for the
irrigation of the above mentioned land, 240 acres, by means of drilling a well.

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16. (a) Is reservoir to be used? No
 (b) Name of Reservoir and number of Storage Permit:
 (c) Date of filing of Application for Storage Permit and Name of Applicant:

BE IT KNOWN THAT The undersigned hereby makes application for permit to appropriate the public water of the State of Idaho as herein set forth.

DAVID SMITH Applicant.

By Agent.

Date of first receipt at Department of Reclamation: 9:00 A. M. July 31, 1948

Returned to applicant for correction:

Corrected application received:

Approval of State Reclamation Engineer

The number of this permit is 20583
 Recorded in Book 74 Page 20583 Approved August 7, 1948
 This is to certify that I have read the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, to the following limitations and conditions:
 Bond in the sum of \$ to be filed on or before
 Work to begin on or before October 7, 1948 and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.
 One-fifth of the work above specified to be completed on or before February 7, 1950
 The whole of said work to be completed on or before August 7, 1951
 Beneficial use of water appropriated in accordance herewith, to be made on or before August 7, 1953

WITNESS My hand this 7th day of August, 1948

MARK R. KUTZ
 State Reclamation Engineer.

IN TESTIMONY WHEREOF, We, C. A. ROBINSON

Governor of the State of Idaho,

and J. D. "CY" PRICE, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 7th

day of August, 1948

STATE OF IDAHO

Countersigned: By C. A. ROBINSON

(SEAL)

By J. D. "CY" PRICE
 Secretary of State.

REMARKS: Applicant contemplates irrigating the above described 240 acres by drilling a well. It is estimated that ample water can be procured by drilling not to exceed 300 feet. Up to date pumps and power will be used.

14.

Twp.	Range	Sec.	NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	Totals
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	
			NE ¹ / ₄	NW ¹ / ₄	SW ¹ / ₄	SE ¹ / ₄	160

MICROFILMED

WITNESS My hand this 7th day of August, 1948

MARK R. KULP
State Reclamation Engineer.

IN TESTIMONY WHEREOF, WE, C. A. ROBINS, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 7th day of August, 1948.

Countersigned: By C. A. ROBINS, Governor.
(SEAL) By J. D. "CY" PRICE, Secretary of State.

REMARKS: Applicant contemplates irrigating the above described 240 acres by drilling a well. It is estimated that ample water can be procured by drilling not to exceed 300 feet. Up to date pumps and power will be used.

14.

Twp.	Range	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7 N.	36 E.	32 33		40	40	40		40	40										160 80 240

Total Number of acres to be irrigated - - 240

Permit No. 20583
CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that DAVID SMITH of Idaho Falls, County of Bonneville, and State of Idaho, the holder of Permit No. 20583, issued upon Application No. 28212 bearing date of priority of July 31, 1948, authorizing the diversion of five (5) second feet of the waters of underground flow from a well, County of Jefferson, State of Idaho, for irrigation purposes, and fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use five (5) second feet of the waters of said well; that the point of diversion of said waters is in the NW 1/4 Sec. 32, Township 7 North, Range 36 East, B.M. and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: Northwest Quarter Section 32, and NW 1/4 Section 33, Township 7 North, Range 36 East, B.M.

Witness my hand this 24th day of June, A. D. 1951.

MARK R. KULP
State Reclamation Engineer

Proof of Completion of Works made June 18, 1951.
Certificate of Completion of Works issued June 28, 1951.

MICROFILMED

Identification No. 20583/31-2285

Claim No. 31-4004

Map No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
CLAIM TO A WATER RIGHT
Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Home Investment Company, Inc.
post office address Post Office Box 1896, Idaho Falls, Idaho 83401 Telephone 745-6711
2. The point of diversion is in NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 32 Township 7 North
Range 36 East B.M. located on underground
(name of source)
tributary to _____ in Jefferson County.
3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.
 - a. Date of priority claimed:

<u>July 31, 1948</u>	amount: <u>5.0</u>	c.f.s. or	acre feet
_____	amount: _____	c.f.s. or	acre feet
_____	amount: _____	c.f.s. or	acre feet
Total claimed <u>5.0</u> c.f.s. or _____ acre feet.			
 - b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use <u>irrigation</u>	period of use from <u>April 1</u>	to <u>Nov. 1</u>	(both dates inclusive)
use <u>Dom. ~~4-12-42~~</u>	period of use from <u>year around</u>	to _____	(both dates inclusive)
use <u>Livestock</u>	period of use from <u>Jan. 1</u>	to <u>Dec. 31</u>	(both dates inclusive)
use _____	period of use from _____	to _____	(both dates inclusive).
4. Description of diverting works:
 - a. Surface water diversion dam and/or headgate: material is composed of _____
_____; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; width at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

 - b. Underground water diverting works: is well flowing or pumped pumped; depth of well is 250 feet; diameter of well is 16 inches; type of pump is _____
capacity of pump is 1122 g.p.m.; name and address of well driller is _____
_____;

c. Conveying works: length of ditch to place of use is _____ feet; width of ditch at top is _____ feet; width of bottom of ditch is _____ feet; depth of water is _____ feet; grade of ditch per 1000 feet is _____ feet; material through which ditch passes is _____ top soil _____; maximum length of pipe line to first place of use is _____ feet; diameter of pipe line is _____ inches; type of pipe _____; grade of pipe per 1000 feet is _____.

Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible.

d. If water is stored: name of reservoir _____;
total capacity of reservoir is _____ acre feet; active capacity of reservoir is _____ acre feet;
year construction commenced _____; year completed _____; date first used _____
period of storage is from _____ to _____; is reservoir drained each year _____;
is reservoir on or off stream _____ explain _____

if feeder canal is used give maximum carrying capacity _____ c.f.s.; if reservoir is off stream, describe location of reservoir by 40-acre subdivisions _____

has there been any enlargement of the reservoir since it was first built _____, if so, give dates and describe _____

5. a. Where water is used for irrigation, describe area irrigated by 40-acre subdivisions and give total acres:

[illegible]

Total number of acres to be irrigated 240

042

Explain any significant increase in area irrigated since first use, give dates and acreages if known.

b. Do you get water through a ditch owned by several users? _____ If yes, give the name of the ditch _____ The other users and their respective interests in the ditch are (if known) Home Investment Company, Inc. and Kenneth Ellis

6. Where water is used for stock watering, give number of each kind of stock watered various

7. Where water is used for domestic or municipal purposes give number of families served 1
name of town supplied _____

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities _____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
Permit was filed by David Smith on July 31, 1948. On June 18, 1951 Proof of Completion of Works was made and the Certification was issued June 28, 1951. This water has been applied to the above land annually since 1949. Since the Idaho Law, at that time, did not require a license to pump water, one was not secured. The farm is now owned by Home Investment Company, Inc., which is owned by the Smith family.

State of Idaho

County of Jefferson

ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

David H. Smith M.C.
Claimant

Sworn to before me this 1 day of Feb., 19 71.

Oscar K. Jones
Notary Public

Residing at _____

My commission expires 6-1-72

For Department Use Only

Received by <u>gj</u>	Date <u>2-4-71</u> <u>1-28-71</u>	Exception filed by: _____	Forwarded to claimant by: _____	Date _____
Prelim. check by <u>BDF</u>	Date <u>2-4-71</u>	_____	_____	_____
Fee received by <u>gj</u>	Date <u>2-4-71</u>	Fee \$ <u>10.⁰⁰</u>	_____	_____
Approved for publication by <u>gj</u>	_____	_____	_____	_____
Published in <u>Rigby Star</u>	Dates <u>3-18 & 3-25, 1971</u>	<u>31</u>	<u>4004</u>	_____

INSTRUCTIONS

Your claim should set forth all necessary information to describe your claimed right. Failure to give enough information may make your claim of little value. Some of the items in the form may not apply to your situation. Please use additional sheets if space provided is not sufficient to fully answer the questions.

Paragraph No.

1. Give full name and post office address of person or company making the claim.
2. Describe the point of diversion by 40-acre subdivision. Give the name of the source, the drainage to which it is tributary if surface water, and the county in which the point of diversion is located. If there is more than one point of diversion, list others in the remarks section.
3. Give the priority dates and the quantities of water that you claim. You should accurately list the dates that you initiated each new use of the water. List separately the dates and amounts of water involved in each enlargement of the diversion. (Example: if you diverted 0.8 c.f.s. of water for irrigation on May 18, 1871, for the first time for use on 40 acres of land, and then later you enlarged the diversion by diverting an additional 0.4 c.f.s. of water to irrigate an additional 20 acres of land on June 1, 1901, your right should be described as follows:

Date of priority claimed:		May 18, 1871	amount:	0.8 c.f.s. or	acre feet
		June 1, 1901	amount:	0.4 c.f.s. or	acre feet
Total claimed:		1.2 c.f.s. or	acre feet		

Since the water was used for irrigation between April 1 and October 31 on that particular farm, part b. would be completed as follows:

use irrigation period of use from April 1 to October 31 (both dates inclusive). If the water had been used for any other purpose, you would have described the priority date, amount, use, and period of use in a similar manner.

4. Describe the diversion works and explain any changes since the right was first initiated.
5. If the water is used for irrigation, give the total acreage and list the lands irrigated by 40-acre subdivisions and complete the other questions.
- 6, 7, & 8. Describe any other uses of water.
9. In the remarks section, give any information or details that you feel are not fully covered or that need clarifying. You might explain your operation, where the water is returned to if for an industrial or non-consumptive right, the condition and temperature of the returned water, and any other information to help explain your claim.

You may wish to include as a part of your claim, affidavits of witnesses who are familiar with your right and who have a personal knowledge of the circumstances which you have described in your claim. You may submit maps, drawings, certified copies of posted notices which may have been filed in the county courthouse, water measurement records, or any other document which you feel will support your claim.

Your claim will be advertised in a county newspaper for two weeks. Exceptions to your claim which dispute the water right that you have described may be received by the Department of Reclamation and you will be provided a copy of such exceptions.

The fee for filing this claim with the Department of Reclamation, Room 107, Statehouse, Boise, Idaho 83701, is \$10.00.

RECORDED
DEC 8 1971

The Connecticut Mutual

LIFE INSURANCE COMPANY

Established in 1846

Hartford, Connecticut

MORTGAGE DEED and SECURITY AGREEMENT

This Indenture, made this first day of December, 1970, between
HOME INVESTMENT COMPANY, INC., an Idaho corporation,

hereinafter called the Mortgagor, whether one or more than one, and **The Connecticut Mutual Life Insurance Company**, a corporation organized and existing under the laws of the State of Connecticut, and having its Home Office and principal place of business in the City of Hartford, State of Connecticut, hereinafter called the Mortgagee,

Witnesseth That:

The Mortgagor, for and in consideration of the sum of SEVENTY-FIVE THOUSAND AND NO/100
----- Dollars (\$ 75,000.00), in lawful
money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained,
sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee, its successors
and assigns, forever, the following described property situated in the County of Jefferson
-----, in the State of Idaho, to-wit:

TOWNSHIP 7 NORTH, RANGE 36 E.B.M.
Section 32: W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ S $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: SW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 6 NORTH, RANGE 36 E.B.M.
Section 4: Lot 4
Section 5: All
Section 6: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

CONVEYING with the above described land any and all water rights and irrigation ditches belonging or in anywise appertaining thereto and especially including, but not limited to, the following: All of the waters of those certain wells situated on the above described premises under licenses/ permits numbered 31-2285, 31-2407, 26261 and G32020 of the Idaho Department of Water Administration of the State of Idaho.

TOGETHER with all right, title and interest in and to all irrigation machinery and equipment now or hereafter placed on the real property described herein, including but not limited to the following:

- (a) One unidentified pump, 22 years old, and one 25 H.P. electric motor, serial number 673893.
- (b) One Layne & Bowler pump, serial number 23969, and one G.E. 75 H.P. motor, serial number GE-SNJ508032.
- (c) One Layne & Bowler pump, serial number 26837, and one G.E. Electric motor, 100 H.P. serial number GEXSJ 1030118.
- (d) One Layne & Bowler pump, serial number DO 6548 and one electric motor, 150 H.P. serial number NUJ 124124.

"to all rights and interest to that certain claim to water rights identified by claim number 31-4004 of the Idaho Department of Water Administration of the State of Idaho

Together with all and singular the buildings, structures, fences, pipes, pipe lines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof: **To have and To Hold** unto the Mortgagee, its successors or assigns, forever.

The condition of this conveyance is such that:

This Mortgage is given to secure the payment of a promissory note bearing even date herewith in the principal sum of SEVENTY-FIVE THOUSAND AND NO/100 - - - - - (\$75,000.00) Dollars, executed by the Mortgagor and payable to the Mortgagee at its Home Office in instalments, the last of which shall be due and payable on April 1, 1990, with interest on said principal sum and on all unpaid balances thereof, all as provided in said note;

And Whereas, the Mortgagor has covenanted and agreed, and does hereby covenant and agree to and with the Mortgagee as follows:

That he has a valid and unencumbered title in fee simple to said property and all improvements thereon and has the right to convey the same; that he will not suffer or permit said property to become subject to any lien or encumbrance that shall have precedence of this Mortgage; that he will render such further assurance of said title as may be requested by the Mortgagee; that he will warrant and defend said title unto the Mortgagee against the claims and demands of all persons whomsoever; and that he will pay all of said sums of money specified in said note, promptly as they become due and all taxes, assessments and other charges that may be levied or assessed on said property and all taxes that may be levied or assessed upon this Mortgage or to the holder of said note on account thereof, when and as the same shall become due and payable;

That he will keep the buildings and other improvements now or hereafter located upon said property constantly insured against loss or damage by fire and windstorm and against such other hazard or hazards as may reasonably be required from time to time by the Mortgagee, in a company or companies approved by the Mortgagee, and cause all policies of insurance to be so written that the loss, if any, covered by said policies, shall be paid to the Mortgagee, or its assigns, as their interests may appear, and deposit with the Mortgagee all of said policies, and that the Mortgagee may, at its option, renew or procure all required insurance upon said property, in any sum not exceeding the insurable value thereof, and the Mortgagor agrees to pay all premiums therefor;

That he will keep the buildings upon said lands continuously occupied and used, and will not permit the same to become vacant during the continuance of this Mortgage; that he will keep all improvements on the property in good repair;

Now, therefore, if the Mortgagor shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants herein set forth and enumerated, this conveyance shall be void. But if the Mortgagor shall fail to pay any of said sums of money as specified, or any insurance premiums as hereinabove set forth, or any taxes, assessments or other charges of any nature whatsoever, due or to become due upon the property hereby conveyed or upon any of the water rights hereby mortgaged, or in any other respect shall fail to comply with any of the covenants and agreements herein or in said note set forth, then, as often as such failure of payment or breach of covenant shall occur, the Mortgagee may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereupon paid by the Mortgagee under any agreement contained in this Mortgage, to be at once due and payable, and the Mortgagee may at any time after such failure of payment or breach of covenant, as aforesaid, proceed to foreclose this Mortgage and to compel payment to be made of the full amount due and payable.

The Mortgagor hereby further expressly agrees that if he shall fail to pay any taxes, assessments, insurance premiums or other charges payable by him as hereinbefore agreed, as and when the same shall become due and payable, or suffer said property to become subject to any lien or encumbrance having precedence to this Mortgage, as hereinbefore provided against, the Mortgagee may, at its option, make payment thereof and the amounts so paid, with interest thereon at the rate of 7 1/2 per annum, shall be added to and become a part of the debt secured by this Mortgage, without waiver, however, of any rights of the Mortgagee arising from the breach of any of said covenants.

In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover therein as attorney fees such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure of the State of Idaho, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

The Mortgagor agrees that in the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of the property hereby conveyed are hereby assigned to the Mortgagee as additional security for the payment of the indebtedness hereby secured. The Mortgagor shall have the right to collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note hereby secured. In case of any such default, the Mortgagee is hereby granted the unconditional right and power, at its option, at any time while such default remains outstanding, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the indebtedness hereby secured. The Mortgagee shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits, and shall not be responsible for failure to exercise the rights hereby granted. Failure of the Mortgagee to exercise such rights after the happening of a default shall not be construed as a waiver of such rights in the event of a subsequent default.

The Mortgagor hereby further agrees, upon request by the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment.

The Mortgagor hereby further mortgages, assigns and transfers to the Mortgagee all of his right, title and interest in and under the following described leases, permits and allotments, to-wit:

together with all renewals thereof and together with all buildings, structures, fences, windmills, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements of every nature and description, now or hereafter located on the lands covered by said leases, permits or allotments, or any part thereof, and all water and water rights located thereon or appurtenant thereto. The Mortgagor covenants that he is the lawful owner and holder of said leases, permits and allotments and that the same are free from encumbrance and have not been assigned; that he will procure renewals thereof upon or prior to the expiration date thereof and execute any instrument deemed by the Mortgagee necessary to effect an assignment or waiver of such renewals to the Mortgagee; that he will pay all rents and other charges and perform all acts and things necessary to preserve and keep in good standing all of said leases and permits and any renewals thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the foreclosure of this Mortgage, he will waive all claims for preference in any such rights upon demand from the purchaser of the mortgaged property at foreclosure sale or any successor to such purchaser; that the lands covered by said leases, permits and allotments and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged and that neither shall be transferred to any other person separately from the other; and that, in case of the failure of the Mortgagor to pay all rents and other charges payable under the terms of any of said leases, permits or allotments, the Mortgagee may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of ~~5%~~ 7.5% per annum, shall be a part of the principal debt, and shall be secured by this Mortgage and a lien on the fee owned property hereby mortgaged.

The Mortgagor further covenants and agrees that in the event title in fee simple to any of the lands covered by the aforesaid leases, permits or allotments shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though such lands had originally been included herein as part of the fee owned lands hereby mortgaged, and, further that all of the terms, covenants, conditions, and stipulations of this Mortgage applicable to the fee owned lands hereby mortgaged, shall extend and be applicable to any such lands hereafter so acquired.

It is mutually understood and agreed that all words used in the singular number in this Mortgage shall be deemed to include the plural and the masculine gender shall include the feminine and/or neuter, as the context may require. It is further understood and agreed that all of the provisions hereof shall extend to and be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee, and its successors or assigns.

In Testimony Whereof, HOME INVESTMENT COMPANY, INC. hereinabove designated as the mortgagor, has hereunto set its hand and seal on the day and year first hereinabove written.

Attest:

~~Notary Public for the State of Texas~~

Raymond J. Wadsworth

HOME INVESTMENT COMPANY, INC.

By *Robert H. Smith* (SEAL)
President

By *John T. Smith* (SEAL)
Vice President

By *Raymond J. Wadsworth* (SEAL)
Secretary-Treasurer

(SEAL)

STATE OF Idaho
COUNTY OF Jefferson } ss.

On this 1st day of February, 1971, before me,
Oscar K. Jones, a Notary Public in and for the County of
Jefferson, State of Idaho, personally appeared
David H. Smith MD, Vaughn T. Stosich and Rayola I. Wanlass
known to me to be the President/Vice President
Secretary/Treasure, respectively
that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation,
and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires: June 1, 1972
Oscar K. Jones
Notary Public in and for the County of
Jefferson, State of Idaho.

Residence of Notary Public:
Rigby, Idaho

Affidavit of Publication

THE RIGBY STAR

STATE OF IDAHO }
County of Jefferson } ss.

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes annotated section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that said attached notice, advertisement or publication as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

See Consecutive issues thereof; first publication having been made on the

18th day of March, 1971

and the last publication on the

25th day of March, 1971

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each printed from type matter of at least seventeen and three-fourths inches depth; and that there are at least two hundred bona fide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this 8th

day of April, 1971
(SEAL)

B. H. Hammer
Notary Public for the State of Idaho,
Residence and P. O. Address, Rigby, Idaho.

My commission expires _____, 19____

Publication Fee: \$_____

MY COMMISSION EXPIRES JULY 15, 1973

NOTICE OF CLAIM TO A WATER RIGHT
No. 31-4004
Notice is hereby given that Home Investment Company, Inc., P.O. Box 1896, Idaho Falls, Idaho has made a claim to a water right established by diversion and application to the use of 5.0 cubic feet per second of water from a ground water source at point of diversion in the NE 1/4 Sec. 32, T. 7N, R. 36E, E. 1/2, Jefferson County.
The water is claimed to be used from April 1 to Nov. 1 for irrigation from Jan. 1 to Dec. 31 for stock and domestic purposes with a priority of July 31, 1948; the place of use is within the NE 1/4, Sec. 32; NW 1/4 Sec. 33; T. 7N, R. 36E.
Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho.
R. KEITH HIGGINSON
Director
(Printed in the Rigby Star, Rigby, Idaho March 25-26, 1971)

INTER-DEPARTMENT MEMO — 1

FROM KEITH C. WILSON - Eastern

DATE 10 April 1985

TO Dianne - Microfisch

SUBJECT Claim 31-4004

Claim indicates that the claim is based on a permit filed by David Smith on July 31, 1948 and allowed to lapse. Also on the first page of the claim identification # 20583/31-2285 is indicated. It appears that Claim 31-4004 is based on 31-2285. If this is true please add the information from 31-2285 into 31-4004. Note: OUR MICROFISCH COPY OF 31-2285 IS VERY POOR COULD NOT VERIFY LINK BETWEEN 31-2285 and 31-4004.

P.S. Please send us a readable copy of 31-2285 & 31-4004 with additional info added Thanks

Keith C. Wilson
SIGNATURE

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statutes - Annex 2

Idaho, Idaho 83707

(208) 394-2215



E. Keith Henderson
Director

Water Rights and
Water Resources
Basis and Planning
Water Development
Flood Plain Management
Inflow and
Flood Control

IN THE MATTER OF CANCELLATION OF PERMIT)
TO APPROPRIATE THE PUBLIC WATERS OF THE)
STATE OF IDAHO NO. 20000/21-2205)
IN THE NAME OF David Smith)

ORDER OF CANCELLATION

WHEREAS, the permit holder has failed to submit proof of beneficial use
which was to have been taken on September 14, 1969

WHEREAS, on March 11, 1974, notice was sent to the holder of said permit
to appear before the Director of the Department of Water Administration, on or before
April 20, 1974, to show cause why said permit should not be cancelled, and

WHEREAS, the holder of said permit has failed to comply with the requirements of
said permit and has not shown adequate cause why such permit should not be cancelled,

IT IS THEREFORE ORDERED and Permit 20000/21-2205 is hereby CANCELLED.

Dated this 20th day of April, 19 74.


E. KEITH HENDERSON
Director

MICROFILM

THE UNIVERSITY OF CHICAGO

1. If evidence is contradicted, clear
 2. the mind of the jury.
 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836

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THE UNIVERSITY OF CHICAGO

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FILE (6)

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corner of Madison , T. , R. S.W. 1/4 Sec 10 T2S
 of Madison 34 T. 7 N. R. 36 E., S.W. County of Jefferson

10-10-68

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上海大華書局發行

THE
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OF
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MOUNTAIN

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

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1990

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6. If for water rights, power or navigation

(a) Point of use of water

T. R. S.M. in the

(b) Amount of power generated

(c) Water is to be returned to

Quoted from the

center of section

to

of section

S.M. in the

S.M.

7. Estimated cost of works \$5,010.00

8. Kind of water land to be irrigated through ditchway, water power from the well
The well is to be drilled on the above described property and the water is to be conveyed
from the well onto the property hereinafter described

9. Height of dam

feet; length of dam at top

feet; length of dam at bottom

10. Estimated cost in dollars

11. Size of headgate Width

feet; height

12. Ditch Width at bottom

feet; width at water line

feet; depth of water at bottom

Dimensions of dam

Thickness of pile

Average grade per mile

bottom length of bridge

feet

13. The dam is proposed for the construction of each dam is

feet

14. The dam is proposed for the construction of each dam is

feet

15. The land to be irrigated is described as follows

16. The water rights and any other rights are described as follows

17. The water rights and any other rights are described as follows

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 三、**教育**
 四、**文化**
 五、**社會**
 六、**法律**
 七、**宗教**
 八、**藝術**
 九、**科學**
 十、**體育**
 十一、**衛生**
 十二、**交通**
 十三、**農業**
 十四、**工業**
 十五、**商業**
 十六、**金融**
 十七、**稅收**
 十八、**財政**
 十九、**外交**
 二十、**國防**
 二十一、**內政**
 二十二、**司法**
 二十三、**警察**
 二十四、**消防**
 二十五、**環保**
 二十六、**能源**
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 六十七、**司法**
 六十八、**警察**
 六十九、**消防**
 七十、**環保**
 七十一、**能源**
 七十二、**交通**
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 七十四、**工業**
 七十五、**商業**
 七十六、**金融**
 七十七、**稅收**
 七十八、**財政**
 七十九、**外交**
 八十、**國防**
 八十一、**內政**
 八十二、**司法**
 八十三、**警察**
 八十四、**消防**
 八十五、**環保**
 八十六、**能源**
 八十七、**交通**
 八十八、**農業**
 八十九、**工業**
 九十、**商業**
 九十一、**金融**
 九十二、**稅收**
 九十三、**財政**
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 九十五、**國防**
 九十六、**內政**
 九十七、**司法**
 九十八、**警察**
 九十九、**消防**
 一百、**環保**

THE

RECEIVED
U. S. DEPARTMENT OF JUSTICE
DIVISION OF INVESTIGATION
WASHINGTON, D. C.
JULY 7, 1933

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WILLIAM L. HUGHES
United States Senator

DO YOU KNOW ANYONE? Go to a meeting.

一九四九年

STATE OF IDAHO

QUESTIONS

THE UNIVERSITY OF CHICAGO PRESS

[illegible]

MICROFILMED

April 16, 1971

Re: Claim to a Water Right No. 31-4004

Home Investment Company, Inc.
P. O. Box 1896
Idaho Falls, Idaho 83401

Gentlemen:

The Department of Water Administration has completed the processing of your claim to a water right, and no further action is authorized under Sections 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with this office.

We are enclosing, for your records, a copy of your claim. If you have any questions, or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:dr
Enclosure: Copy of claim

cc: Mr. O. K. Jones
Rigby Title & Development Co.
Box 405
Rigby, Idaho 83442

31 4004

April 7, 1971

Re: Claim No. 31-4004 - Home Investment Company, Inc.

Rigby Star
P.O. Box 37
Rigby, Idaho 83442

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced claim. The legal notice was to have been published in your paper on March 18th and 25th, 1971.

If you have already mailed the above items, please disregard this letter. We appreciate your cooperation.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM:DR

31 4004

March 15, 1971

Re: Home Investment Co. Inc. (Claim No. 31-4004)

Connecticut Mutual Life Insurance Co.
140 Garden Street
Hartford, Connecticut 06115

Gentlemen:

Please be advised that the Department of Water Administration has received from Rigby Title & Development Co., Rigby, Idaho, a Mortgage Deed and Security Agreement entered into with Home Investment Co. an Idaho Corporation and Connecticut Mutual Life Insurance Co., Inc.

We have placed a copy of your mortgage deed in water right files no. 31-2407, 31-2353, 31-2417 and claim no. 31-4004. We will advise you, should any changes be proposed that would affect your security interests in these filings.

If we can be of further assistance, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM/bb

cc: Rigby Title & Development Co., Inc.

31 4004

March 12, 1971

Re: Claim No. 31-4004 - Home Investment Co., Inc.

Mr. O. K. Jones
RIGBY TITLE & DEVELOPMENT COMPANY
P. O. Box 405
Rigby, Idaho 83442

Dear Mr. Jones:

Please be advised that Home Investment Company's claim has been filed with the Department and is being processed. The status of the claim will not change from that of simply being filed. We are enclosing a copy of a letter directed to Connecticut Mutual Life Insurance Co.

If we can be of further assistance, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM/bb
Enc: letter

31 4004

March 12, 1971

Re: Claim No. 31-4004 - Home Investment Co., Inc.

Connecticut Mutual Life Insurance Co.
140 Garden Street
Hartford, Connecticut

Gentlemen:

We have been requested by Rigby Title & Development Co. to advise you that claim no. 31-4004 has been filed with the Department of Water Administration and it, at present, is being processed by the Department. The claim procedure does not provide for any confirmation of the claim, only for filing. We will notify you as to any exceptions that are filed or any other changes that are made in connection with this claim.

If you have any questions on the matter, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM/bb

31 4004

March 10, 1971

Re: Claim No. 31-4004 - Home Investment Company, Inc.

The Rigby Star
P.O. Box 37
Rigby, Idaho 83442

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for our review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted assuming the notice is correct. If we have any corrections, we will notify you before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

*Bill submitted
4-15-71
DW*

DWM/DR
Enc: legal notice

31 4004

NOTICE OF CLAIM TO A WATER RIGHT

No. 31-4004

Notice is hereby given that Home Investment Company, Inc., P.O.
Box 1896, Idaho Falls, Idaho,
has filed a claim to a water right established by diversion and appli-
cation to beneficial use of 5.0 cubic feet per second ~~444/1444~~
of water from a ground water source
with point of diversion in the NW~~1~~NE~~4~~ Sec. 32, T. 7N, R. 36E, B.M.,
Jefferson County.

The water is claimed to be used from April 1 to Nov. 1 for irri-
gation and from Jan. 1 to Dec. 31 for stock water/and domestic purposes
with a priority of July 31, 1948;
the place of use is within the NE~~1~~ Sec. 32; W~~2~~NE~~4~~ Sec. 33;
T. 7N, R. 36E, B.M.

Any exception to this claim of water right may be filed with the
Idaho Department of Water Administration., Statehouse, Boise, Idaho.

R. KEITH HIGGINSON

Director

Published in the Rigby Star, Rigby, Idaho,
on March 18 and March 25, 1971.

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse — Annex 2

Boise, Idaho 83707

(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

February 5, 1971

Mr. O. K. Jones
Rigby Title and Development Co.
P. O. Box 405
Rigby, Idaho 83442

Dear Mr. Jones;

Returned herewith is Departmental Receipt No. 5592 in the amount of
\$10.00 for Claim application in the name of Home Investment Co., Inc.,
which was received in this office under the above date.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

Enclosure: Receipt

31 4004

RIGBY TITLE & DEVELOPMENT COMPANY

PHONE 745-6711 — BOX 405 — 118 N. CLARK ST.

RIGBY, IDAHO 83442

February 1, 1971

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX 2
BOISE, IDAHO 83707

RECEIVED
FEB 4 1971
Department of Water Administration

Dear Sirs:

Enclosed please find a claim to water right with the corrected acknowledgement attached. We enclose \$10.00 for the filing fee for the water claim.

We also enclose a copy of the executed Mortgage to be filed in your records. Please acknowledge Connecticut Mutual Life Insurance Company's rights by return mail. Please state thereon that if there should be any change you will notify Connecticut Mutual direct.

Your notice to us by telephone of the newly assigned claim number at the earliest possible convenience would be greatly appreciated.

Very truly yours,

RIGBY TITLE & DEVELOPMENT COMPANY

By O. H. Jones

OKJ:sh

enclosures

31 4004

January 28, 1971

Mr. O. K. Jones
RIGBY TITLE & DEVELOPMENT CO.
P.O. Box 405, 118 N. Clark St.
Rigby, Idaho 83442

Dear Mr. Jones:

We regret that we have to return the claim for Home Investment Company, Inc. The claim form you have submitted will require re-notorization before we can process it.

Unfortunately, at the time this form was printed, the notorization portion was insufficient to meet the statute requirements. The statutes require that this be in affidavit form, that is, a sworn statement. We are enclosing a gummed label. We would request that you attach it over the existing notorization and have it executed. We are also supplying you with an additional eight labels for any other forms you may have.

You will also note on the back of the claim that a \$10.00 filing fee is required with each claim. Please have this claim re-notorized and resubmit it with a \$10.00 filing fee. Upon receipt, we will telephone you a claim number.

We are sorry for any inconvenience we have caused you.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DSM/DO

Enc: claim to a water right
gummed labels (9)

31 4004

RIGBY TITLE & DEVELOPMENT COMPANY
PHONE 745-6711 — BOX 405 — 118 N. CLARK ST.
RIGBY, IDAHO 83442

RECEIVED

JAN 28 1971

Department of Water Administration

January 27, 1971

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
AND WATER ADMINISTRATION
STATEHOUSE - ANNEX 2
BOISE, IDAHO 83707

Gentlemen:

Enclosed is a claim to a Water Right which I would like for you to file in your records. I have talked to Mr. McEldowney a couple times on the matter and I believe he is aware of what I am trying to get accomplished.

Would you please send or phone to me the number that you ~~subscribe~~/to the enclosed Water Right Claim.
assign

Very truly yours,

RIGBY TITLE & DEVELOPMENT COMPANY

By W. K. Jones

31 4004